

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY
OF THE PEOPLE'S REPUBLIC OF CHINA
ON SCIENTIFIC AND TECHNICAL COOPERATION
IN THE FIELD OF ENVIRONMENTAL PROTECTION

2011 - 0189

The Environmental Protection Agency of the United States of America (EPA) and the Ministry of Science and Technology of the People's Republic of China (MOST), hereafter referred to as the "Parties,"

In accordance with and subject to the Agreement Between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, dated January 31, 1979, as extended and amended (the "S&T Agreement");

In order to promote scientific and technical cooperation and collaboration in the field of environmental protection;

Noting the Memorandum of Understanding signed on December 8, 2003 between the U.S. EPA and the State Environmental Protection Administration of the People's Republic of China (SEPA);

Have agreed as follows:

Article 1

The Parties shall conduct cooperative activities under this Memorandum of Understanding (MOU) on the basis of equality, reciprocity, and mutual benefit.

Article 2

Scientific and technical cooperation in the environmental field undertaken pursuant to this MOU may involve the following areas:

1. Energy and Transportation.
 - a. Emission controls
 - b. Clean Vehicles Technologies
2. Pollution
 - a. Human health and ecological risk assessment
 - b. Air pollution prevention and control technologies
 - c. Risk-based decision making related to environmental protection
 - d. Pollutant monitoring
3. Waste Management - mining and smelting waste management
4. Nanotechnology related to environmental protection
5. Other Areas
 - a. Watershed management and water and wastewater treatment technologies
 - b. Urban environmental management support systems
 - c. Climate change
 - d. Technology Policy
 - e. Other areas as determined by the Parties

Article 3

Cooperation under this MOU may include the following forms:

1. Transfer or exchange of scientific and technical information in the field of environmental protection;
2. Joint organization of symposia, seminars, workshops, and training;
3. Study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. Joint scientific publications;
5. Joint projects to demonstrate environmental management approaches and technologies;
6. Cooperative research on subjects of mutual interest;
7. Provision of samples, reagents, materials, data, instruments and components for testing, evaluation and other purposes subject to the laws and regulations of both countries; and
8. Other forms of cooperation as may be determined by the Parties.

Article 4

The Parties shall encourage and facilitate the development of direct contacts between environmental and scientific groups from each country, including through the coordination of cooperation among government agencies, research institutions, business and industry, universities, and other entities, in conducting activities under this MOU as mutually agreed by the Parties.

Article 5

The Parties shall develop annexes to the MOU for selected major areas of cooperation. Each annex shall outline the subject and form of cooperation and shall be deemed an integral part of the MOU. Specific cooperative activities and the terms under which they will be conducted, including financial arrangements, shall be described in project agreements, strategies, and work plans as mutually agreed in writing by the parties.

Article 6

1. The Parties hereby establish a Joint Working Group on Environmental Research (JWGER). The JWGER will be co-chaired at the level of Assistant Administrator of the EPA and at the level of Vice Minister of the MOST, or their designees.
2. All working groups and sub-committees pertaining to environmental research established by the Parties under this MOU will be guided by the JWGER.
3. The Co-chairs, by mutual agreement, may determine the remaining composition of the JWGER, the entities that may attend or participate in JWGER meetings, and may establish additional sub-committees or working groups as determined to be necessary to effectively implement this MOU. The specific structures and responsibilities of the sub-committees or working groups, and any modifications thereto shall be determined by the JWGER.
4. The JWGER will meet at least once every two years. Such meetings shall be held alternately in the United States of America (USA) and the People's Republic of China (PRC). Prior to each meeting of the JWGER, the Parties shall agree to a meeting agenda. The Parties will endeavor to place items on the agenda which cover a wide range of relevant issues such as technical exchange, informational exchange, scientific research, and environmental science and technology policy.
5. Each Party will designate a Liaison Secretary. The Liaison Secretary shall be at the Deputy Assistant Administrator level for the EPA, and at the Deputy Director General level for the MOST, or their designees. The Liaison Secretaries shall serve as the points of contact for their respective Parties for the JWGER and shall supply administrative support for meetings of the JWGER.

Article 7

All activities undertaken pursuant to this MOU shall be subject to the applicable laws and regulations of the Parties, as well as the availability of appropriated funds, personnel, and other resources of each Party.

Article 8

The treatment of intellectual property created or furnished in the course of activities under this MOU, the allocation of rights of such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this MOU, will be governed by the provisions of Annex I (Intellectual Property) of the S&T Agreement.

Article 9

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this MOU. In the event it is subsequently discovered that information or equipment which is known or believed to require such protection is identified as having been furnished inadvertently in the course of cooperative activities pursuant to this MOU, the matter shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties, in writing, and applied to this information and equipment.

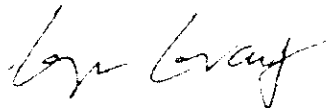
Article 10

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer between the Parties or retransfer to a third party of such information or equipment shall be incorporated into the appropriate project agreements or work plans. Such information or equipment shall be marked to identify it as export controlled and the Parties shall consult to identify appropriate restrictions or other requirements regarding the transfer of this information or equipment.

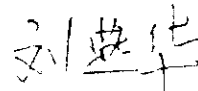
Article 11

1. This MOU shall enter into force upon signature and shall remain in force for five (5) years, or for as long as the S&T Agreement remains in force, whichever is shorter. Either Party may terminate this MOU upon six months' prior written notification, through diplomatic channels, to the other Party. Such termination shall be without prejudice to the rights that may have accrued to either Party under Annex I to the S&T Agreement. The Parties shall consult regarding the effect of termination on the implementation of ongoing programs and activities agreed to under the MOU prior to the date on which notice of termination was given.
2. Either Party may request in writing, through diplomatic channels, to amend or modify this MOU. Any amendment or modification must be mutually agreed upon in writing by the Parties.

DONE at Beijing, this 18th day of October, 2006, in duplicate, in the English and Chinese languages, both texts being equally authentic.



FOR THE ENVIRONMENTAL
PROTECTION AGENCY OF THE
UNITED STATES OF AMERICA:



FOR THE MINISTRY OF SCIENCE AND
TECHNOLOGY OF THE PEOPLE'S
REPUBLIC OF CHINA:

ANNEX 1
Nanotechnology

Article 1
Authority

1. This annex to the Memorandum of Understanding (MOU) between the Environmental Protection Agency of the United States of America (EPA) and the Ministry of Science and Technology of the People's Republic of China (MOST) on Scientific and Technical Cooperation in the Field of Environmental Protection sets forth a framework for scientific and technical cooperation on nanotechnology.
2. Under this annex, agreements related to project activities, including those pertaining to financial and other relevant issues, will be developed by participating institutions. These project agreements shall be negotiated and executed by duly authorized representatives of implementing institutions.

Article 2
Scope

Project activities under this annex may include, but are not limited to, work in the following areas:

1. identification and characterization of nanomaterials;
2. toxicological and biological effects of manufactured nanomaterials;
3. fate, transport, and transformation of manufactured nanomaterials;
4. exposure, bioavailability of humans and other species to manufactured nanomaterials;
5. development and use of nano-scale sensors for assessment;
6. role of nanomaterials in green manufacturing;
7. role of nanomaterials in remediation and treatment; and
8. other areas as determined by the Parties.

Article 3
Forms of Cooperation

Cooperation under this annex may include, but is not limited to, the following forms:

1. transfer or exchange of scientific and technical information in the field of environmental protection;
2. joint organization of symposia, seminars, workshops and training;
3. study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. joint scientific publications;
5. joint projects to demonstrate environmental management approaches and technologies;
6. cooperative research on subjects of mutual interest;
7. provision of samples, reagents, materials, data, instruments and components for testing, evaluation and other purposes subject to the laws and regulations of both countries; and
8. other forms of cooperation as may be determined by the Parties.

Article 4
Projects

Specific cooperative activities and the terms under which they will be conducted, including financial arrangements, shall be described in project agreements, strategies, and work plans.

Article 5
Designation of Management Officials

1. Management Officials administering activities under this annex will work with participating institutions to facilitate implementation of project agreements, strategies, and work plans.

Science for the EPA Office of Research and Development or the Deputy Assistant Administrator for the EPA Office of International Affairs.

3. The Management Officials for China are the Deputy Director General of Department of Social Development, MOST and Deputy Director General of Department of High and New Technology Development and Industrialization, MOST.
4. Each Party may designate a replacement Management Official at any time upon written notice to the other Party.

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